

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code  
08

Page  
1

Pages  
3

2. AMENDMENT/MODIFICATION NO.  
47

3. EFFECTIVE DATE  
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.  
See Page 1a

5. PROJECT NO. (If applicable)

6. ISSUED BY  
CODE PS33, MGH

7. ADMINISTERED BY (If other than Item 6)  
CODE PS33, MGH

Procurement Office  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

Edgar F. Sanchez  
Ph.: 256-544-0175  
Fax: 256-544-5444  
Email: Edgar.Sanchez@nasa.gov  
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Al Signal Research, Inc.  
3411 Triana Blvd SW  
Huntsville, AL 35805

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS8-02047

10B. DATED (SEE ITEM 13)

02/15/02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 1a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

x C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clauses 43.103 (a) & 43.243-2 Changes-Cost Reimbursement (Alternate II) and the Limitation of Funds Clause

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$31,995,305	\$ - 0 -	\$31,995,305	\$1,341,643	\$33,336,948	\$329,170	\$1,009,253	\$3,220	\$31,441,400
This Mod	\$ 98,948	\$ - 0 -	\$ 98,948	\$ 5,937	\$ 104,885	\$ 5,937	\$ - 0 -	\$ 0	\$ 1,641,040
New Total	\$32,094,253	\$ - 0 -	\$32,094,253	\$1,347,580	\$33,441,833	\$335,107	\$1,009,253	\$3,220	\$33,082,440

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

D.E Smith, General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Warren G. Jones, Jr.  
Contracting Officer

15B. CONTRACTOR/OFFEROR

*DES Smith*  
(Signature of person authorized to sign)

15C. DATE SIGNED

8/17/05

16B. UNITED STATES OF AMERICA

BY *Warren G. Jones, Jr.*  
(Signature of Contracting Officer)

16C. DATE SIGNED

AUG 17 2005

PR	Source of Funds	Amount
4200125709	Office Of Human Capital	\$129,764
4200127280	Office Of Human Capital	\$130,000
4200127282	Office Of Human Capital	\$254,000
4200126953	Office Of Strategic Communications	\$1,127,276
	Total	\$1,641,040

The purposes of this modification are to: a) definitize the Contractor's proposal, entitled: "Organizational Development Program and Strategic Performance Management & Incentive" Government and Community Relations Office Support" for Contract NAS8-02047, Human Capital Office and Strategic Communications Office Support Services ( the proposal were submitted on response to NASA/MSFC Letter Request for Proposal dated July 18, 2005), b) change the contract and incentive fee values for the current Option Period 3 and unexercised Option Period 4 and c) provide incremental funding in the amount of \$1,641,040. Accordingly, NAS8-02047 is modified as follows:

- A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications:
- Under paragraph (a) increase the estimated cost for option 3 by \$98,948 from \$6,647,478 to \$6,746,426 and increase the contract fee by \$5,937 from \$299,486 to \$305,423. As such, the overall estimated Total Cost & Fee for Option 3 is increased by \$104,885 from \$6,946,964 to \$7,051,849.
  - In addition, under paragraph (a) increase the estimated cost for option 4 by \$207,773 from \$6,784,567 to \$6,992,340 and increase the contract fee by \$12,467 from \$308,249 to \$320,716. As such, the overall estimated Total Cost & Fee for option 4 is increased by \$220,240 from \$7,092,816 to \$7,313,056.
  - In addition under paragraph (b), for option period 3 increase "Maximum Available Incentive Fee" for the period of 8/15/05-02/14/06 by \$5,937 from \$151,050 to \$156,987.
  - In addition under paragraph (b), for option period 4 increase "Maximum Available Incentive Fee" for the period of 2/15/06-08/14/06 by \$6,233 from \$154,115 to \$160,348 and for the period of 08/15/06-02/14/07 by \$6234 from \$154,114 to \$160,348.
- B. Under Clause B.5, Contract Funding, is modified as follows to reflect the obligation of \$1,641,040.
- Subparagraph (a) is modified as follows:
    - Increase the funded amount from \$30,247,858 by \$1,596,262 to \$31,844,120.
    - Revise the funding coverage date from December 2, 2005 to January 31, 2005.
  - Subparagraph (b) is modified as follows:
    - Increase the additional amount obligated under this contract for fee from \$1,193,542 by \$44,778 to \$1,238,320.
  - Subparagraph (c) is modified as follows:
    - Increase "Estimated Cost" from \$30,247,858 by \$1,596,262 to \$31,844,120.
    - Increase "Provisional Incentive Fee", from \$184,289 by \$44,778 to \$229,067.
    - No revision in "Incentive Fee Earned" from \$1,009,253 by \$0 to \$1,009,253.
    - Increase "Total Sum Allotted" from \$31,441,400 by \$1,641,040 to \$33,082,440.

- C. Under Attachment J-1, Performance Work Statement, the additional effort is incorporated under subparagraphs 5.3 and 13.0. These changes are reflected on the enclosed slip sheet pages. The period of performance for this effort shall commence on August 18, 2005 through February 14, 2005 and continue upon the exercise of Option Period 4.
- D. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-1	B-1
B-2	B-2
B-5	B-5
Attachment J-1(pages 10 & 26)	Attachment J-1(page 10-& 26)

- E. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

<u>Contract</u>	<u>Contractor</u>
<u>Change Identification</u>	<u>Proposal Number</u>
NASA/MSFC Request For Proposal dated July 18, 2005	ASRI Proposal dated July 22, 2005

- F. All other terms and conditions of contract NAS8-02047 remain unchanged.

SECTION BSUPPLIES OR SERVICES AND PRICES/COSTSB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Prov Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>	<u>Status of Options</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$6,770,675	\$ 0	\$ 0	\$266,693	\$7,037,368	
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	\$ 0	\$ 0	\$ 15,858	\$ 280,162	
Option Yr.1	(A) Mission	02/15/03-2/14/04	\$7,810,268	\$ 0	\$ 0	\$343,754	\$8,154,022	Exercised
Option Yr.1	(B) Schedule	02/15/03-2/14/04	\$ 39,376	\$ 0	\$ 0	\$ 2,363	\$ 41,739	Exercised
Option Yr.2	(A) Mission	02/15/04-2/14/05	\$9,684,132	\$ 0	\$ 0	\$366,985	\$10,051,117	Exercised
Option Yr.2	(B) Schedule	02/15/04-2/14/05	\$ 280,344	\$ 0	\$ 0	\$ 16,820	\$ 297,164	Exercised

B-1 (MOD 47)

Option Yr.3	(A) Mission	02/15/05-2/14/06	\$6,746,426	\$ 0	\$ 0	\$ 305,423	\$7,051,849	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 498,728	\$ 0	\$ 0	\$ 29,684	\$ 528,412	Exercised
Total			\$32,094,253			\$1,347,580	\$33,441,833	

Option Yr.4	(A) Mission	02/15/06-2/14/07	\$6,992,340	\$ 0	\$ 0	\$ 320,716	\$7,313,056	Unexercised
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000	Unexercised

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	
		08/15/04-02/14/05	\$192,949	\$192,949	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	
		08/15/04-02/14/05	\$ 9,758	\$ 9,758	
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436	\$ -0-	
		08/15/05-02/14/06	\$156,987	\$ -0-	
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 14,842		
		08/15/05-02/14/06	\$ 14,842		
		Total	\$1,347,580	\$1,009,253	\$3,220

Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$160,348		Unexercised
		08/15/06-02/14/07	\$160,348		Unexercised
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		Unexercised
		08/15/06-02/14/07	\$ 3,000		Unexercised

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

#### B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$31,844,120. This allotment is for the Human Capital Office and Strategic Communication Office Support Services and covers the following estimated period of performance: February 15, 2002 through January 31, 2005.

(b) An additional amount of \$1,238,320 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$30,247,858	\$1,596,262	\$31,844,120
Provisional Incentive Fee	\$ 184,289	\$ 44,778	\$ 229,067
Incentive Fee Earned	<u>\$ 1,009,253</u>	<u>\$ 0</u>	<u>\$ 1,009,253</u>
Total Sum Allotted	\$31,441,400	\$ 1,641,040	\$33,082,440

(End of clause)

#### B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
---------------	---------------

B-5 (Mod 47)

5.3.2 The Contractor shall provide measures of increased organizational effectiveness and health through measures of such things as; processes changes, and changes in beliefs, attitudes, or values to better adapt to changes and the rate of change. Measures shall also include evidence of enhanced intra and inter unit relationships

5.3.3 The contractor shall assist the Government with improving process by identifying gaps between current methods and processes and the ideal state, with developing improvement action plans, and with facilitating implementation of those actions to close or eliminate the existing gaps.

The contractor shall support the Government in building skills within management and the workforce by providing training in Lean Six Sigma methodologies a tool for systematic process improvement and decision making.

The Contractor shall assist the Government in developing metrics that identify the before and after state of improved processes.

5.4 Procurement of Conference, Training and Organizational Development Services (*This PWS was formerly 5.5 and as such the number of conferences and organizational development procurements was reduced by 50% effective 3/1/05 in Option Years 3&4.*)

5.4.1 The Contractor shall procure conference, training and organizational development services in support of the employee and organizational development program. The Contractor shall procure for training and organizational development services the use of instructors, organizational development specialists, training space, materials, equipment, catering services, and other support services/equipment as required. The Contractor shall place all conferences and training orders within 3 days of receipt.

5.4.2 The Contractor shall enter trainee, course/conference, and cost data into the training administrative system and update with actual figures as they become available.

5.4.3 The Contractor shall establish and maintain a management information system to provide a shared database of metrics for all LOD functions, the quarterly training services reports, and other reports as required.

5.4.4 The Contractor shall develop appropriate purchasing/processes procedures for conducting this effort.

## 5.5 Marshall Institute Operations

5.5.1 The Contractor shall administer and coordinate the operation of Marshall Institute training facilities consisting of traditional classrooms (including A/V), computer classrooms, equipment, storage areas (including course materials and classroom supplies), and the Self Study Learning Center (SSLC).



### **13.0 STRATEGIC PERFORMANCE MANAGEMENT & INCENTIVES (SPMI)**

The Contractor shall provide support services, as required, to assist NASA and MSFC in Strategic Performance Management and Incentives.

12.1 The Contractor shall assist with the Incentives Program, which includes NASA and external awards and incentives.

13.1.2 The Contractor shall purchase supplies and materials for the Incentives Program and other SPM&I programs.

13.1.3 The Contractor shall assemble incentives/awards packages and certificates/frames.

13.1.4 The Contractor shall assist with planning and implementation of Center and organizational awards ceremonies.

13.1.5 The Contractor shall assist with process improvements for the SPM&I Office and the Office of Human Capital.

13.1.6 The Contractor shall conduct research on SPM&I related topics.

13.1.7 The Contractor shall generate flowcharts, presentations, trending charts, and other SPM&I documents.

13.2 The contractor shall support the Strategic Performance Management Incentive Office by researching topics; writing point papers; consolidating research; benchmarking; generating briefing, work instructions, and documentation; compiling and maintaining data and translating into charts; developing and conducting surveys.

The contractor shall write, edit, submit and execute Senior Executive(SES), NASA Excepted (NEX) staffing (NEX) and Scientific/Professional(ST) and Senior Level documentation, work with SES candidates to write/edit Executive Core Qualifications and Evaluation Factors in compliance with Headquarters (HQ) and the OPM; for SES Candidate Development Program (SESCDP) activities include but not limited to assisting in preliminary screening of applications, preparing data sheets for Executive Resources Panel consideration, submitting Center nominations to the NASA Administrator for approval, briefing candidate(s), supervisor and mentors on program requirements.